

Indemnity No.: 23823303-M19 COUNTY: Orange/Los Angeles STATE: California

Order No.: 11057146-X59

Insured: Knox Partners, LLC, a Delaware limited liability company

**PERSONAL UNDERTAKING  
(INDEMNITY GAP AGREEMENT)**

WHEREAS, CHICAGO TITLE INSURANCE COMPANY (the Company) is about to issue its title insurance policies to the above named insured upon the real estate described in the above-referenced order number (either directly or through its agent).

AND, WHEREAS, the Company in its examination of the title to said real estate, has raised as exceptions to such title the following matters:

Matters which may appear of record between the date and time of closing and the recording of the documents in the appropriate registry but not later than five (5) business days after closing.

AND, WHEREAS, the Company has been requested to issue such policies without taking exception to said matters, (or if they are excepted) to insure against certain loss caused thereby, whether by ENDORSEMENT or otherwise;

AND, WHEREAS, the Company may hereafter in the ordinary course of its business issue another policy or other policies in the form or forms now or then commonly used by the Company, insuring in the manner set forth above.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, the undersigned covenants and agrees with the Company (1) to forever fully protect, defend and save harmless the Company from and against the above mentioned matters; (2) to forever fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of or growing out of said matters, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of said matters or of any of them; (3) to defend at undersigned's own costs and charges in behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend at the reasonable expense of the undersigned if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be

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in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of such matters in the manner described above; (5) to reimburse the Company for reasonable attorney's fees and other costs of enforcing this agreement.

The Company shall have the right at any time hereafter, when it shall deem it necessary or expedient, in its reasonable discretion and upon prior written notice to the undersigned to pay, discharge, satisfy or remove from the title to said real estate the said matters or any of them and the undersigned covenant and agree to pay the Company all amounts reasonably expended on demand.

In case such matters are removed from the title to said real estate (other than by the Company) to the reasonable satisfaction of the Company, then the above obligation to be void, otherwise to remain in full force and virtue.

This Undertaking shall also run in favor of any agent in the Company involved in issuing said policy.

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF SAID POLICIES.

NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, THIS AGREEMENT SHALL BE TERMINATED, NULL AND VOID ON THE DATE WHICH IS FIVE (5) YEARS AFTER DELIVERY HEREOF (AS TO ANY AND ALL MATTERS AS TO WHICH THE UNDERSIGNED HAS NOT RECEIVED WRITTEN NOTICE AS OF SUCH TERMINATION DATE).

IN WITNESS WHEREOF, this instrument has been executed December 20, 2002.

BOEING REALTY CORPORATION,  
A California corporation

BY:

Name

Title

STEPHEN J. BARKER

DIRECTOR BUSINESS OPERATIONS